

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**

Solicitation **DG3001**  
 Number:  
**08/20/02 at 2:00 P.M.**  
 Due Date:  
 July 17, 2002  
 Date Sent:

**Statewide Contract**

Goods and services to be purchased: **MOBILE COMMUNICATIONS COMPONENTS**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Print or type name and title	Date

**STATE OF UTAH**  
**DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: DG3001**

**Due Date: 08/20/02**

Vendor Name:

State of Utah Division of Purchasing Approval  Douglas G. Richins, Director	Date	Contract Number
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Item#	Qty	Unit	Description	Unit Price	Extension
001			STATEWIDE CONTRACT FOR MOBILE COMMUNICATIONS COMPONENTS	\$	\$

THIS IS A TWO (2) YEAR CONTRACT WITH THREE (1) YEAR RENEWAL OPTIONS AS PER ATTACHED SPECIFICATIONS.  
FOR PURCHASING CLARIFICATION PLEASE CONTACT DEBBIE GUNDERSEN AT 801-538-3150.

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive

Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

State Utah  
Department of Administrative Services  
Division of Information Technology Services

**Bid Number DG3001**  
**MOBILE COMMUNICATIONS COMPONENTS**



Invitation To Bid ( ITB )

State of Utah  
**Michael O. Leavitt**

Governor  
Department of Administrative Services

Camille Anthony  
Executive Director

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## Specifications

### Section 1. Project Intent

#### 1.1\_ Summary Statement

The Department of Administrative Services, Division of Information Technology Services (ITS) in cooperation with Local Governments, University of Utah, and State Educational Institutions is soliciting bids for mobile and portable communications components with the intent to establish a statewide contract.

## **1.2 Issuing Office and Project Manager**

This Invitation to Bid (ITB) is issued by the state of Utah, Division of Purchasing, for the Department of Administrative Services, Division of Information Technology Services.

### **Division of Purchasing**

Address: State Office Building, Room 3150  
Salt Lake City, Utah, 84114  
Purchasing Officer: Debra Gundersen  
Telephone: (801) 538-3150  
Fax: (801) 538-3882

### **Division of Information technology Services**

Address: State Office Building, Room 6000  
Salt Lake City, Utah 84114  
Project Manager: Floyd Ritter  
Telephone: (801) 538-3316  
Fax: (801) 538-3550

The Project Manager and Purchasing Officers are the sole points of contact for purpose of this ITB.

## **1.3 Schedule of Events**

Deadline for receipt of Questions: 7/30/02 2:00 p.m.  
Responses to questions issued: 8/6/02  
Bids due: 8/20/02 2:00 p.m.

## **1.4 Submission of Bids**

Bids must be received by the Division of Purchasing no later than 2:00 p.m. on the date specified in Section 1.3. An original and five (5) copies of each bid are to be submitted. Bids may be modified or withdrawn at any time prior to the deadline for submission.

## **1.5 Contract Period**



The contract will begin upon the approval of the appropriate State authority with a two- year term, renewable on a year by year basis for three (3) annual renewals, unless terminated by either party within thirty (30) days written notice. Annual renewal will be subject to annual performance review by ITS to verify that the contractor has fulfilled the contract terms, and the contracted equipment still meets the needs of the state..

## **1.6 Scope of Contract**

This is a statewide contract. In addition to contract purchases by State of Utah government agencies, statewide contracts may also be used by the political subdivisions of the State of Utah, such as city government, county government, higher education, and public education.

The State reserves the right to partition the award to multiple vendors (geographically or for diversity in suppliers), to selectively purchase items offered in response to this bid, or to seek a separate competitive bid or bid, if it is in the best interest of the State to do so. All political subdivisions within the State of Utah, including, but not limited to, cities, counties, universities, educational districts, etc., will be notified of the contract results in writing and advised of their option to make purchases under the contracts awarded.

## **1.7 Questions**

All questions in regard to this ITB must be submitted in writing to the Project Manager. Verbal questions and answers given by any ITS employee will have no standing. Questions must be received no later than 2:00 p.m. on the date specified in Section 1.3. All questions received (questioners will not be identified), and State responses, will be sent to all Offerors as an addendum to this ITB.

## **1.8 ITB Available On-Line or E-Mail**

Potential Offerors may view and/or print a complete copy of this ITB by visiting the Division of Purchasing Web site at <http://www.purchasing.utah.gov>

Offerors wishing to receive this ITB via E-Mail should submit a written request to the Project Manager, Floyd Ritter, at [ritter@utah.gov](mailto:ritter@utah.gov). The ITB information is available in Microsoft Word format. Any information supplied via E-Mail is for convenience only. In case of conflict between the written document on the Purchasing Web site and the E-Mailed copy, the written document prevails.

# **Section 2. General Requirements**

## **2.1 Organization of Bids**

2.2

Bids should be concise and straight forward. Unless Offerors=bids expressly state otherwise, Offerors agree to comply with every section, subsection, attachment, and addendum of this ITB. Each bid must consist of:

1. Letter of Transmittal (**Mandatory**)  
This shall include the names, titles, office addresses, and telephone numbers of persons authorized to conduct negotiations regarding this ITB, and must be signed by an authorized representative of the Offeror.
2. Executive Summary (**Mandatory**)
3. Responses to Specifications and Requirements (**Mandatory**)  
A point-by-point response shall be made to the requirements of each paragraph of the specifications, indicating either compliance or exception on Offerors part. Sufficient supporting detail shall be supplied with each statement to confirm the degree of compliance. If a paragraph states only information to Offeror, the response shall indicate AUnderstood.@All documentation required in each paragraph shall be supplied as part of the point-by-point response. In addition, all deviations, exceptions, responses to questions, and alternatives shall be listed as a group at the end of the response.
4. Additional Information and Attachments, if any.

## **2.2 Revisions to ITB**

The State reserves the right to amend this ITB at any time prior to the bid due date. An addendum containing the revisions will be furnished to all prospective Offerors listed by the Division of Purchasing.

## **2.3 Rejection of Bids**

The State reserves the right to reject any or all bids.

## **2.4 Acceptance of Bids**

The state reserves the right to waiver any informality or technicality in any bid received, or negotiate with Offerors, if it is in the States best interest to do so.

## **2.5 Bids Property of the State**

All materials submitted in response to this ITB will become the property of the State. Information considered by the Offeror to be proprietary should be identified as such, with

appropriate justification given; otherwise, the State reserves the right to use any ideas presented in any bid. Under no circumstances will the pricing offered by the successful Offeror be considered proprietary.

## **2.6 Multiple Bids**

Offerors may submit multiple bids. Additional bids must be bound separately and should follow the same format as the primary bid, (original plus 5 copies) but containing only that information which differs from that contained in the primary bid..

## **2.7 News Releases**

News releases pertaining to this ITB or the bid contract must have the written permission of the State.

## **2.8 Subcontractors**

The offer must qualify the subcontractor by providing information on the past experiences to include a list of references for work performed. The offer will be responsible for the subcontractors's work.

## **2.9 Restrictions (Mandatory)**

All bids must clearly set forth any restrictions or provisions the Offeror deems necessary to effectively service the proposed contract.

## **2.10 References (Mandatory)**

Offerors must provide five (5) separate customer references, including company name and address, and the name and telephone number of the contact person. Each reference must presently use the product or service being proposed. The State shall have the right to contact any reference as part of the evaluation and selection process.

## **2.11 Delivery (Mandatory)**

All prices quoted shall include freight prepaid to Utah with the exact point of delivery to be specified by the buyer with each order.

# **Section 3. Project Background**

## **3.1 Current Environment**

- 3.1.1** The State maintains 50 communication site locations with 61 digital and two (2) analog microwave paths, each with 48 V DC battery backup.
- 3.1.2** The State maintains two-way radio VHF/UHF base/repeater systems on these communication site locations plus an additional 12 sites , four (4) of which are solar sites operating at 12 volts.
- 3.1.3** The State maintains some 5,000 mobile/portable units, primarily consisting of vendors such as Motorola, GE/Ericsson, Kenwood and King.
- 3.1.4** The State maintains radar systems for State and local government entities.
- 3.1.5** The University of Utah maintains 17 microwave site locations for analog microwave used for two-way interactive video throughout the State.
- 3.1.6** Cities, counties, and other governmental entities maintain microwave, two-way radio systems, VHF, UHF, and 800 MHz throughout the State, and can purchase from this proposed contract.
- 3.1.7** Utah Communications Agency Network (UCAN quasi State Entity) has installed a Motorola 800 MHZ trunked radio system along the Wasatch Front. The Wasatch Front consists of eight (8) counties: Salt Lake, Utah, Davis, Weber, Summit, Wasatch, Morgan, and Tooele. It is UCAN's intent to expand statewide over the next five plus years. There are currently approximately 10,000 mobile and portable units operating on the network.

## **3.2 Future Plans**

- 3.2.1** The State is currently evaluating RFPs and products to implement a statewide IP mobile data network.
- 3.2.2** The existing high band radio system will remain for interoperability until the entire State mobile system has been replaced to 800 MHz, including cities and counties.

## **Section 4. Guarantees**

### **4.1 Warranty**

- 4.1.1** The vendor shall guarantee that all equipment delivered pursuant to these specifications will be new and unused, will conform to said specifications, and will be free from mechanical, electrical, or other defects for a minimum of one (1) year from the date of shipment, but no more than 18 months from the date of shipment.
- 4.1.2** If because of workmanship or design defects the equipment requires modifications, repair, or replacement to correct any defect or noncompliance to these specifications, the vendor shall promptly place the units in satisfactory operating condition *at no expense to the buyer*, or replace them with compliant units.
- 4.1.3** Both the vendor and buyer agree that the buyer has the right to perform any routine maintenance and/or repairs within the warranty period without jeopardizing the vendor's warranty or guarantee.
- 4.1.4** In all cases, the vendor agrees to replace or repair any defective parts during the warranty period. The State may agree to replace these parts or choose to have repairs and modifications done by the vendor or their local service representatives.

## **4.2 Replacement Parts**

- 4.2.1** The vendor will guarantee that standard replacement parts will be available for a minimum of seven (7) years from the date of shipment and that repair or replacement parts will be provided within a reasonable time period from receipt of an order.
- 4.2.2** The vendor shall state its standard policy for providing replacement parts during the warranty period as well as after the warranty period. The vendor is to include a repair and return policy, procedures, and pricing structures for same.
- 4.2.3** Vendor shall agree to provide the State with a spare parts catalog with suggested or list prices, along with a per unit discount price for the duration of the contract period on all parts, components and/or accessory items for each contract awarded.

## **4.3 Vendor Response**

- 4.3.1** This certifies that the vendor has read and complies with the General ITB Terms, and Guarantees as listed.
- 4.3.2** The ITB specifications terms and conditions and any written specifications, along with State purchase orders, shall constitute the entire contract.
- 4.3.3** This document shall preclude any published terms by the manufacturer, and where they are in conflict, the States' ITB shall take precedence.

**4.3.4** The laws of the State of Utah shall prevail and any litigation shall be conducted in the courts of the State of Utah notwithstanding any terms or conditions to the contrary.

Company \_\_\_\_\_

Signature \_\_\_\_\_

*Typed or printed*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **Section 5. Mobile Communications Components Requested Offerings**

### **5.1 Intent of Mobile Communications Components Contract**

- 5.1.1** The primary interest to the State of Utah is to establish a contract or contracts for Offerors' Component Catalogs at a discounted price from the established list price. Multiple contracts may be awarded for catalog sections covering specific mobile communication components.

## **5.2 Specific Categories of Mobile Communication Components to be Considered**

- 5.2.1** Antennas, base stations.

- 5.2.2** Coaxial Cable, transmissions line connectors, and adapter.

- 5.2.3** Filters, duplexers, combiners, couplers, etc.

- 5.2.3.1** The Offerors should consider cost for design of combined system for State governmental entities that require assistance or to be included as part of the offering.

- 5.2.4** Mobile/portable equipment accessories, batteries, etc.

- 5.2.5** Lighting and surge arrester.

- 5.2.6** Mobile, cellular, and portable two-way antennas.

- 5.2.7** Bench equipment, such as tools and shop supplies.

- 5.2.8** Test and maintenance equipment (measuring and diagnostic).

## **Section 6. Pricing**

### **6.1 Intent**

**6.1.1** The fact that mobile communications component catalogs contain many items within each category, it is the intent of the State to list several items within each category to obtain a list price and proposed cost from each Offeror. The items listed are examples only and should not be considered as items the State may purchase in the future.

**6.1.2** The Offerors shall provide mobile communications component catalogs along with a price list (refer to 1.4). The Offeror shall specify the price to the State as a percent of discount from that price listed.

<u>Example</u>	<u>%Discount</u>	<u>State Cost</u>
List Price      \$15.00	40%	\$9.00

**6.2      AntennasCBase StationsCComplete with Mounting Brackets**

<b>Part #</b>	<b>Bid Equivalent</b>	<b>List Price</b>	<b>State Cost</b>
1. Celwave BA1012	_____	_____	_____
2. Celwave BA1010	_____	_____	_____
3. Celwave PD220	_____	_____	_____
4. Celwave PD620	_____	_____	_____
5. Antennex FG1523	_____	_____	_____
6. Antennex YNT1523	_____	_____	_____
7. Maxrad MFB24010	_____	_____	_____
8. Maxrad MYP-24013	_____	_____	_____
9. Telewave ANT450F6	_____	_____	_____
10. Telewave ANT150F2	_____	_____	_____
11. Decibel Products DB616	_____	_____	_____
12. Sinclair SRL-210A	_____	_____	_____



### 6.3 Coaxial Cable, Transmission Line, Connectors, and Adapters

Part #	Bid Equivalent	List Price	State Cost
<b>COAX/TRANSMISSION LINE</b>			
2 cable FLC12-50J	_____	_____	_____
14. RG 9	_____	_____	_____
15. RG 58	_____	_____	_____
16. RG 213	_____	_____	_____
17. RG 214	_____	_____	_____
18, 7/8" LDF5-50	_____	_____	_____
<b>CONNECTORS</b>			
19. RFU 621	_____	_____	_____
20. RFU 532	_____	_____	_____
21. RFU 505	_____	_____	_____
22. RFU 600-1	_____	_____	_____
23. RFT-1232	_____	_____	_____
24. RFN-1005-3C	_____	_____	_____
25. RFN-1006-3I	_____	_____	_____
26. RFN-1037-1	_____	_____	_____
27. RFN-1028-SI	_____	_____	_____
28. RB-1137	_____	_____	_____
29. RFB-1140	_____	_____	_____

30. 29-3835 AIM	_____	_____	_____
31. 26-8016 AIM	_____	_____	_____
32. 27-8250 AIM	_____	_____	_____
33. 27-8120 AIM	_____	_____	_____
34. 26-8018 AIM	_____	_____	_____
35. 27-8130 AIM	_____	_____	_____
36. 7/8" LCF78-50J N male Connector	_____	_____	_____
37. 7/8" LCF78-50J N female Conn.	_____	_____	_____

#### 6.4 Filters, Duplexers, Combiners, Couplers, etc.

Part #	Bid Equivalent	List Price	State Cost
38. Telewave TS450PB2 IM suppression	_____	_____	_____
39. Telewave TWPC-1508-1 cavity 8"	_____	_____	_____
40. Decibel DB4060-WC-C Duplexer	_____	_____	_____

**6.4.1** Expandable 150MHZ low loss combiner (equip4) (expandable up to eight (8) channels) complete with power monitor, watt meter panel, and remote keying Telewave M101-150-4TRM-19 or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
41. _____	_____	_____

**6.4.2** Offerors catalog for items 6.2, 6.3 and 6.4 etc.

<u>42. Catalog # or Price Catalog</u>	<u>%Discount</u>
_____	_____

## 6.5 Mobile/Portable Equipment Accessories

**6.5.1** Battery conditioner/analyzer CADEX 7000, with adapter cups or equal. Battery charger ACT.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
43. _____	_____	_____
44. _____	_____	_____

**6.5.2** Battery for Motorola HT1000, MTS 2000, LTS 2000 1500 MAH. EF Johnson 587-8150-135, 7.5 133 MAH

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
45. _____	_____	_____
46. _____	_____	_____
47. _____	_____	_____
48. _____	_____	_____

**6.5.3** Portable surveillance kit, Dynateck tactical SK9/091 or equal for Motorola model HT1000/MTS2000.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
49. _____	_____	_____

**6.5.4** Offerors Catalog for Mobile/Portable Equipment Accessories item 6.5

<u>Catalog # or Price Catalog</u>	<u>%Discount</u>
50. _____	_____

## 6.6 Lightning and Surge Arrester

**6.6.1** Bulkhead mounting arrester Polyphaser IS-LR50LU or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
51. _____	_____	_____

**6.6.2** Telephone/DC remote line protectors Polyphaser IS-SPTL or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
52. _____	_____	_____

**6.6.3** Power mains-in-line protector Polyphaser IS-IL240-SP-100A-100A/ single phase or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
53. _____	_____	_____

**6.6.4** Offerors catalog for Lighting and Surge Arresters

<u>Catalog # or Price Catalog</u>	<u>% Discount</u>
54. _____	_____

## **6.7 Mobile/Portable/Cellular Antennas**

**6.7.1** Chrome unity gain maxrad MWF4500 or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
55. _____	_____	_____

**6.7.2** Heavy duty base loaded 3dB gain antenna, antenna specialist ASP800 or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
56. _____	_____	_____

**6.7.3** 800MHZ 5dB elevated feed maxrad MWF8035/8405 or equal

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
57. _____	_____	_____

**6.7.4** Heavy duty 5/8 wave length antenna VHF 3dB Maxrad MHB5800 or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
58. _____	_____	_____

**6.7.5** Offerors catalog for mobile/portable/cellular antennas.

<u>Catalog # or Price Catalog</u>	<u>% Discount</u>
59. _____	_____

## **6.8 Bench EquipmentCTool and Shop Supplies**

**6.8.1** Pace Solder/Desolder System, 8007-0333 or equal. Weller cordless soldering Iron, P-1K-B, or equal. Coax stripper, Paladin CST-VARIO or equal. Thomas and Betts WT.-2000 wire strippers or equal. Makita right angle keyless cordless drill.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
60. _____	_____	_____
61. _____	_____	_____
62. _____	_____	_____
63. _____	_____	_____
64. _____	_____	_____

**6.8.2** Super 88 heavy duty vinyl tape 3M Super 88 - (10 pack) or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
65. _____	_____	_____

**6.8.3** Deluxe tool kit X Celite TCMB100ST or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
66. _____	_____	_____

**6.8.4** Offers Catalog for Bench Equipment-tool and shop supplies.

<u>Catalog # or Price Catalog</u>	<u>% Discount</u>
67. _____	_____

## **6.9 Test and Maintenance equipment**

**6.9.1** Digital multi-meters Fluke 175 or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
68. _____	_____	_____

**6.9.2** Digital oscilloscopes Tektronic TDS224 or equal

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
69. _____	_____	_____

**6.9.3** Service monitor Motorola R-2670 or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
70. _____	_____	_____

**6.9.4** Spectrum Analyzer Agilent E4403B with tracking generator or equal. Anritsu portable spectrum analyzer MS2711B or equal.

<u>Part #</u>	<u>List Price</u>	<u>State Cost</u>
71. _____	_____	_____
72. _____	_____	_____

**6.9.5** Offerors catalog for test and maintenance equipment.

<u>Catalog # or Price Catalog</u>	<u>% Discount</u>
73. _____	_____

**Standard Contract Terms and Conditions**  
**State of Utah, Statewide Contracts**  
**ATTACHMENT A (Invitation for Bids)**

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.

**8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

**12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

**13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

**14. TAXES:** Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM BID PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

**27. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the



circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

**37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002